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13 *Attorneys for Defendants*  
 14 *California Shellfish Company, Inc. and*  
 15 *Robert Bugatto Enterprises*

16 UNITED STATES DISTRICT COURT  
 17 NORTHERN DISTRICT OF CALIFORNIA  
 18 SAN FRANCISCO DIVISION

19 BRAND LITTLE, and ROBIN BURNS,  
 20 Individually and on Behalf of All Others  
 21 Similarly Situated,

22 Plaintiff,

23 v.

24 PACIFIC SEAFOOD PROCUREMENT, LLC;  
 25 PACIFIC SEAFOOD PROCESSING, LLC;  
 26 PACIFIC SEAFOOD FLEET, LLC; PACIFIC  
 27 SEAFOOD DISTRIBUTION, LLC; PACIFIC  
 28 SEAFOOD USA, LLC; DULCICH, INC.;  
 PACIFIC SEAFOOD EUREKA, LLC;  
 PACIFIC SEAFOOD CHARLESTON, LLC;  
 PACIFIC SEAFOOD – WARRENTON, LLC;  
 PACIFIC SEAFOOD – NEWPORT, LLC;  
 PACIFIC SEAFOOD – BROOKINGS, LLC,  
 PACIFIC SEAFOOD – WESTPORT, LLC;  
 PACIFIC SURIMI – NEWPORT, LLC; BLUE  
 RIVER SEAFOOD, INC.; SAFE COAST  
 SEAFOODS, LLC; SAFE COAST SEAFOODS  
 WASHINGTON, LLC; OCEAN GOLD  
 SEAFOODS, INC.; NOR-CAL SEAFOOD,  
 INC.; AMERICAN SEAFOOD EXP, INC.;  
 CALIFORNIA SHELLFISH COMPANY, INC.;  
 ROBERT BUGATTO ENTERPRISES, INC.;

Case No. 3:23-cv-01098-AGT

**DEFENDANTS CALIFORNIA  
 SHELLFISH COMPANY, INC. AND  
 ROBERTO BUGATTO ENTERPRISES’  
 ANSWER TO SECOND AMENDED  
 COMPLAINT**

Judge: The Honorable Alex G. Tse

ALASKA ICE SEAFOODS, INC.; LONG FISHERIES, INC.; CAITO FISHERIES, INC.; CATIO FISHERIES, LLC; SOUTHWIND FOODS, LLC; FISHERMEN'S CATCH, INC.; GLOBAL QUALITY FOODS, INC.; GLOBAL QUALITY SEAFOOD LLC; OCEAN KING FISH, INC.; SOUTH BEND PRODUCTS LLC; SWANES SEAFOOD HOLDING COMPANY LLC; BORNSTEIN SEAFOODS, INC.; ASTORIA PACIFIC SEAFOODS, LLC; and DOES 29-60,

Defendants.

Defendants California Shellfish Company, Inc. and Robert Bugatto Enterprises, Inc. (collectively, "Hallmark") hereby answer the Second Amended Class Action Complaint, dated February 7, 2025 (Dkt. 255) ("Second Amended Complaint") filed by Plaintiffs Brand Little and Robin Burns, individually and on Behalf of all Others Similarly Situated ("Plaintiffs").

Any allegation not explicitly admitted is denied. By admitting that the Amended Complaint purports to characterize or quote particular documents, Hallmark does not admit the truth of any assertion in the referenced document.

Moreover, headings, footnotes, screenshots or other images, charts, graphs, and figures contained within the Amended Complaint are not substantive allegations to which an answer is required. Any allegations contained therein do not comply with Federal Rule of Civil Procedure 10(b), providing that allegations be stated "in numbered paragraphs, each limited as far as practicable to a single set of circumstances." To the extent headings are deemed to be substantive allegations to which an answer is required, Hallmark denies the allegations. To the extent footnotes, screenshots or other images, charts, graphs, or figures in the Amended Complaint are deemed to be substantive allegations, then the response to the paragraph in which the footnote or figure is found is Hallmark's response to the footnote, chart, graph or figure as well.

Hallmark by and for its Answer and Affirmative Defenses to Plaintiffs' Second Amended Complaint states and alleges as follows:

**INTRODUCTION**

1  
2 1. Hallmark admits that: there currently are more than 1,000 independent commercial  
3 crabbers who are licensed to land Dungeness crab in California, coastal Washington, including Puget  
4 Sound, and Oregon; that Plaintiff Brand Little is a crabber; and that Plaintiff Robin Burns was married  
5 to a crabber, Kenny Burns. Hallmark lacks knowledge or information sufficient to admit or deny the  
6 remaining allegations in this Paragraph, and accordingly denies the remaining allegations in this  
7 Paragraph on this basis. Unless expressly admitted, Hallmark denies the allegations in this Paragraph.

8 2. Hallmark admits that the Dungeness crab fishery has become an important fishery for  
9 Pacific Northwest commercial fishers. Hallmark lacks knowledge or information sufficient to admit  
10 or deny the remaining allegations in this Paragraph, and accordingly denies the allegations in this  
11 Paragraph on this basis. Unless expressly admitted, Hallmark denies the allegations in this Paragraph.

12 3. Hallmark admits that the “ex vessel price” means the price off the boat. Unless  
13 expressly admitted, Hallmark denies the allegations in this Paragraph.

14 4. Hallmark denies the allegations in this Paragraph.

15 5. Hallmark denies the allegations in this Paragraph.

16 6. Hallmark denies the allegations in this Paragraph.

17 7. Hallmark denies the allegations in this Paragraph.

18 8. Hallmark denies the allegations in this Paragraph and each of its subparagraphs.

19 9. Hallmark lacks knowledge or information sufficient to admit or deny allegations  
20 regarding the basis for Plaintiffs’ assertions, and accordingly denies the allegations in this Paragraph  
21 pertaining to Plaintiffs’ basis for the Second Amended Complaint. Hallmark denies the remaining  
22 allegations in this Paragraph.

23 10. The allegations in this Paragraph contain legal conclusions to which no response is  
24 required. To the extent a response is required, Hallmark denies the allegations in this Paragraph.

25 11. Hallmark denies the allegations in this Paragraph, and specifically denies that  
26 Hallmark engaged in any illegal conduct, that Plaintiffs have been injured, and that Plaintiffs are  
27 entitled to any compensation or injunctive relief whatsoever.  
28

**PARTIES**

**I. Plaintiffs**

12. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Unnamed co-Conspirator #1" and "Unnamed co-Conspirator #2," and for other reasons, and accordingly denies the allegations on this basis. Hallmark denies that Hallmark engaged in any unlawful conduct and lacks knowledge or information sufficient to admit or deny the allegation that Plaintiff Little "was made the subject of a group boycott by Pacific Seafood." Unless expressly admitted, Hallmark denies the allegations in this Paragraph.

13. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis. Hallmark denies that Hallmark engaged in any unlawful conduct. Unless expressly admitted, Hallmark denies the allegations in this Paragraph.

**II. Defendants**

**A. Pacific Seafood Defendants**

14. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

15. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

16. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

17. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

18. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

19. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

20. Hallmark lacks knowledge or information sufficient to admit or deny the allegations

1 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

2 21. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
3 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

4 22. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
5 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

6 23. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
7 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

8 24. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
9 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

10 25. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
11 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

12 26. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
13 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

14 27. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
15 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

16 28. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
17 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

18 29. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
19 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

20 30. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
21 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

22 31. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
23 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

24 32. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
25 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

26 33. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
27 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

28 34. Hallmark lacks knowledge or information sufficient to admit or deny the allegations

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1 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

2 35. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
3 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

4 36. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
5 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

6 37. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
7 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

8 38. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
9 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

10 39. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
11 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

12 **B. Safe Coast Defendants**

13 40. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
14 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

15 41. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
16 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

17 42. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
18 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

19 43. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
20 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

21 44. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
22 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

23 45. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
24 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

25 46. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
26 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

27 47. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
28 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

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1 48. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
2 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

3 49. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
4 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

5 50. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
6 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

7 51. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
8 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

9 52. The allegations in this Paragraph contain legal conclusions to which no response is  
10 required. To the extent a response is required, Hallmark lacks knowledge or information sufficient to  
11 admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this  
12 Paragraph on this basis.

13 **C. Ocean Gold Defendant**

14 53. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
15 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

16 54. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
17 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

18 55. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
19 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

20 56. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
21 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

22 57. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
23 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

24 58. The allegations in this Paragraph contain legal conclusions to which no response is  
25 required. To the extent a response is required, Hallmark lacks knowledge or information sufficient to  
26 admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this  
27 Paragraph on this basis.

28

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**D. Nor-Cal Defendants**

59. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

60. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

61. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

62. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

63. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

64. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

65. Hallmark denies that it recommended to Kevin Lee that he sell Nor-Cal “to evade liability from the instant lawsuit.” Hallmark lacks knowledge or information sufficient to admit or deny the remaining allegations in this Paragraph, and accordingly denies the remaining allegations in this Paragraph on this basis.

66. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

**E. ASE Defendant**

67. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

68. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

69. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.



70. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

71. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

**F. Hallmark Defendants**

72. Hallmark admits the allegations in this paragraph.

73. Hallmark admits the allegations in this paragraph.

74. Hallmark admits the allegations in the first and second sentences of this paragraph. Hallmark denies the remaining allegations in this paragraph.

75. Hallmark admits that Scott Adams is Hallmark's principal representative in the Oregon ex vessel Dungeness crab market. Hallmark denies the remaining allegations in this paragraph, and avers that Crystal Adams is no longer an employee of Hallmark, and is currently an employee of the State of Oregon.

76. Hallmark admits that California Shellfish made ex vessel purchases of crab in Charleston, Newport, Brookings, Port Oxford, and Winchester Bay Oregon through Hallmark Fisheries. Hallmark denies that Robert Bugatto Enterprises made any ex vessel purchases of crab in any of the listed ports. Hallmark denies the remaining allegations in this paragraph.

77. Hallmark admits that California Shellfish made ex vessel purchases of crab in Astoria, Oregon through Point Adams Packing Co. – Hammond. Hallmark denies that Robert Bugatto Enterprises made any ex vessel purchases of crab in Astoria, Oregon. Hallmark denies the remaining allegations in this paragraph.

78. Hallmark admits that Robert Bugatto Enterprises, Inc. made ex vessel purchases of Dungeness crab in Bodega Bay, California. Hallmark denies the remaining allegations in this paragraph.

79. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Hallmark denies the allegations in this paragraph.

**G. Fathom Defendants**

80. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

81. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

82. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

83. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

84. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

85. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

86. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

87. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

88. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

**H. Caito Defendants**

89. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

90. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

91. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

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92. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

93. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

94. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

95. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

96. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

#### **I. Fisherman's Catch Defendant**

97. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

98. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

99. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

100. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

101. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

#### **J. Global Quality Defendants**

102. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

103. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

104. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

105. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

106. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

107. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

108. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

**K. Ocean King Defendant**

109. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

110. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

111. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

112. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

113. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

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1           **L. Bornstein Defendants**

2           114. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
3 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

4           115. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
5 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

6           116. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
7 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

8           117. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
9 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

10          118. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
11 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

12          119. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
13 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

14          120. The allegations in this Paragraph contain legal conclusions to which no response is  
15 required. To the extent a response is required, Hallmark lacks knowledge or information sufficient to  
16 admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this  
17 Paragraph on this basis.

18           **M. Doe Defendants**

19          121. The allegations in this Paragraph contain legal conclusions to which no response is  
20 required. To the extent a response is required, Hallmark denies the allegations in this Paragraph.

21           **III. Agents and Co-Conspirators**

22          122. Hallmark denies the allegations in this paragraph.

23          123. Hallmark denies the allegations in this paragraph.

24          124. Hallmark denies the allegations in this paragraph.

25          125. Hallmark denies the allegations in this paragraph.

26          126. The allegations in this Paragraph contain legal conclusions to which no response is  
27 required. To the extent a response is required, Hallmark denies the allegations in this Paragraph.

28          127. The allegations in this Paragraph contain legal conclusions to which no response is

1 required. To the extent a response is required, Hallmark denies the allegations in this Paragraph.

2 128. The allegations in this Paragraph contain legal conclusions to which no response is  
3 required. To the extent a response is required, Hallmark denies the allegations in this Paragraph.

4 129. Hallmark denies the allegations in this paragraph.

5 130. Hallmark denies the allegations in this paragraph.

### 6 JURISDICTION, VENUE, AND COMMERCE

7 131. The allegations in this Paragraph contain legal conclusions to which no response is  
8 required. To the extent a response is required, Hallmark admits that the Court has subject matter  
9 jurisdiction to the extent Plaintiffs have suffered any injury or an injury cognizable under Article III  
10 of the United States Constitution.

11 132. The allegations in this Paragraph contain legal conclusions to which no response is  
12 required. To the extent a response is required, Hallmark denies the allegations in this Paragraph,  
13 including that Plaintiffs suffered antitrust injury.

14 133. The allegations in this Paragraph contain legal conclusions to which no response is  
15 required. To the extent a response is required, Hallmark admits that venue in this District is  
16 appropriate. Unless expressly admitted, Hallmark denies the allegations in this Paragraph.

17 134. Hallmark denies the allegations in this paragraph.

18 135. Hallmark denies the allegations in this paragraph.

### 19 INTRADISTRICT ASSIGNMENT

20 136. The allegations in this Paragraph contain legal conclusions to which no response is  
21 required. To the extent a response is required, Hallmark admits that assignment of this case to the  
22 San Francisco Division of the United States District Court for the Northern District of California is  
23 proper. Unless expressly admitted, Hallmark denies the allegations in this Paragraph.

### 24 FACTUAL ALLEGATIONS

#### 25 I. Pacific NW Area Ex Vessel Dungeness Crab Industry

26 137. Hallmark admits that Dungeness crab is a species of shellfish found in the Pacific  
27 Ocean and fished for human consumption. Unless expressly admitted, Hallmark denies the  
28 allegations in this Paragraph.

1           138. Hallmark admits that: Dungeness crab is enjoyed fresh by consumers along the West  
2 Coast, including during holidays, and that a portion of the catch is also exported live to Asian markets,  
3 particularly China, but also Korea, Vietnam and other countries. Unless expressly admitted,  
4 Hallmark denies the allegations in this Paragraph.

5           139. The first sentence of this Paragraph purports to refer to the requirements for obtaining  
6 a commercial Dungeness crab fishing permit, and no response is required because each state's  
7 permitting requirements for commercial Dungeness crab fishing speak for themselves. To the extent  
8 a response is required, Hallmark admits that: commercial Dungeness crab fishing requires a permit,  
9 known in California as a "registration," which is tied to a specific vessel; the Dungeness crab fishery  
10 is what is known as a "derby" fishery because there are no quotas and crabbers are permitted to catch  
11 as many Dungeness crabs as possible during the season. Unless expressly admitted, Hallmark denies  
12 the allegations in this Paragraph.

13           140. Hallmark admits that unless delayed the season for commercial crab fishing in  
14 California's District 10 could start on November 15. Unless expressly admitted, Hallmark denies the  
15 allegations in this Paragraph.

16           141. Hallmark denies the allegations in this paragraph.

17           142. Hallmark admits the allegations in this paragraph.

18           143. Hallmark admits that ex vessel buyers of Dungeness crab for resale are required to  
19 hold a receiver license issued by the state in which they make ex vessel purchases. Unless expressly  
20 admitted, Hallmark denies the allegations in this Paragraph.

21           144. Hallmark admits that Hallmark and other buyers resell Dungeness crab either live,  
22 fresh cooked, in sections, frozen, or canned. Unless expressly admitted, Hallmark denies the  
23 allegations in this Paragraph.

24           145. Hallmark admits that during the 2023/24 season more than 55,650,000 lbs. of  
25 Dungeness crab was purchased in the Pacific NW area by more 239 licensed fish buyers, for a total  
26 reported price of more than \$207 million. Unless expressly admitted, Hallmark denies the allegations  
27 in this Paragraph.

28           146. Hallmark denies the allegations in this paragraph.



147. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Unnamed Co-Conspirator #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

148. Hallmark admits that Bornstein, Caito, Hallmark, Ocean Gold, Pacific Seafood, and Safe Coast are members of the West Coast Seafood Processors Association ("WCSPA") and that WCSPA is a seafood industry trade association whose members operate in Washington, Oregon and California. Unless expressly admitted, Hallmark denies the allegations in this Paragraph.

149. Hallmark denies the allegations in this paragraph.

150. Hallmark denies the allegations in this paragraph.

151. Hallmark denies the allegations in this paragraph.

## II. Defendants' Price-Fixing Cartel

### A. Defendants' Cartel Arose Out of a Marked Increase in Dungeness Ex Vessel Prices Being Paid to Crabbers in the Pacific NW Area that Started in 2006/2007 Season and Continued Through the 2014/15 Season

152. Hallmark denies the allegations in this paragraph.

153. Hallmark denies the allegations in this paragraph.

154. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

155. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

156. Hallmark denies the allegations in this paragraph.

157. Hallmark denies the allegations in this paragraph.

158. Hallmark denies the allegations in this paragraph.

159. Hallmark denies the allegations in this paragraph.

160. Hallmark admits that there are crab buyers that lack a processing operations or a physical presence in some ports, use independent hoists to offload the crab they purchase, and transport the crab using refrigerated vans. Unless expressly admitted, Hallmark denies the allegations in this Paragraph.

161. Hallmark admits only that independent hoist operators are often compensated based

on the weight of the crab being offloaded. Unless expressly admitted, Hallmark denies the allegations in this Paragraph.

162. Hallmark admits that the ex vessel price received by a crabber for a load of crab can soon be widely known among other fisherman who may then use that information to negotiate with the same or different buyers to purchase their catches. Unless expressly admitted, Hallmark denies the allegations in this Paragraph.

163. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

164. Hallmark denies the allegations in this paragraph.

165. Hallmark denies that it entered into any unlawful agreement with other ex vessel buyers. Hallmark lacks knowledge or information sufficient to admit or deny the remaining allegations in this Paragraph, and accordingly denies the remaining allegations in this Paragraph on this basis.

166. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

167. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

168. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

169. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

170. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

171. Hallmark denies the allegations in this paragraph.

172. Hallmark denies the allegations in this paragraph.

**B. Defendants Have Agreed to Allow Pacific Seafood to Set the Opening Price, which Has Resulted in Delayed Opening and a Lower Opening Price, which Is the Price at which a Large Portion of the Season's Catch Is Traditionally Sold and Which Sets the Baseline Price for the Remainder of the Season**

173. Hallmark denies the allegations in this paragraph.

174. Hallmark denies the allegations in this paragraph.

175. Hallmark denies the allegations in this paragraph.

176. Hallmark denies the allegations in this paragraph.

177. Hallmark denies the allegations in this paragraph.

**1. 2019/20 Pacific NW Area Dungeness Crab Season**

178. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

179. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

180. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

181. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

182. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

183. Hallmark denies the allegations in this paragraph.

**2. 2020/21 Pacific NW Area Dungeness Crab Season**

184. Hallmark denies the allegations in this paragraph.

185. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

186. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

187. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

188. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

189. Hallmark lacks knowledge or information sufficient to admit or deny the allegations

in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

190. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

191. Hallmark denies the allegations in this paragraph.

192. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

### 3. 2021/22 Pacific NW Area Dungeness Crab Season

193. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

194. Hallmark denies the allegations in this paragraph.

195. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

196. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

197. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

### 4. 2022/23 Pacific NW Area Dungeness Crab Season

198. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

199. Hallmark denies the allegations in this paragraph.

200. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

201. Hallmark denies the allegations in this paragraph.

202. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

203. Hallmark denies the allegations in the first sentence of this Paragraph. Hallmark lacks knowledge or information sufficient to admit or deny the remaining allegations in this Paragraph, and accordingly denies the remaining allegations in this Paragraph on this basis.

1           204. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
2 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

3           205. Hallmark denies the allegations in this paragraph.

4           206. The California Department of Fish and Wildlife's announcement reference in the first  
5 sentence of this Paragraph speaks for itself and does not require a response. Hallmark admits that the  
6 California Department of Fish and Wildlife announced that the Dungeness crab season for California  
7 ports would open on December 31, 2022. Hallmark denies the allegations in the final sentence in this  
8 Paragraph. Unless expressly admitted, Hallmark denies the allegations in this Paragraph.

9           207. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
10 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

11           208. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
12 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

13           209. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
14 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

15           210. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
16 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

17           211. Hallmark denies the allegation of the existence of any cartel or price fixing agreement.  
18 Hallmark lacks knowledge or information sufficient to admit or deny the remaining allegations in this  
19 Paragraph, and accordingly denies the remaining allegations in this Paragraph on this basis.

20           212. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
21 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

22           213. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
23 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

24           214. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
25 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

26           215. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
27 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

28           216. Hallmark lacks knowledge or information sufficient to admit or deny the allegations

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1 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

2 217. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
3 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

4 218. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
5 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

6 219. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
7 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

8 220. Hallmark denies the allegations in this paragraph.

9 **5. 2023/24 Pacific NW Area Dungeness Crab Season**

10 221. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
11 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

12 222. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
13 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

14 223. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
15 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

16 224. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
17 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

18 225. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
19 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

20 226. Hallmark admits only that Scott Adams attended the “2023 Dungeness Crab Price  
21 Negotiations” organized by the Oregon Department of Agriculture at the Embarcadero Resort Hotel  
22 & Marina, in Newport, Oregon, on December 10 and 11, 2023. Unless expressly admitted, Hallmark  
23 denies the allegations in this Paragraph.

24 227. Hallmark admits only that Scott Adams attended the “2023 Dungeness Crab Price  
25 Negotiations” organized by the Oregon Department of Agriculture at the Embarcadero Resort Hotel  
26 & Marina, in Newport, Oregon, on December 10 and 11, 2023. Unless expressly admitted, Hallmark  
27 denies the allegations in this Paragraph.

28 228. Hallmark lacks knowledge or information sufficient to admit or deny the allegations

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in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

229. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

**C. After the Opening, Defendants Closely Coordinate With One Another on Ex Vessel Prices**

230. Hallmark denies the allegations in this paragraph.

231. Hallmark denies the allegations in this paragraph.

232. Hallmark denies the allegations in this paragraph.

233. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

234. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

235. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

236. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

237. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

238. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

239. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

240. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

241. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

242. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

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1           243. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
2 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

3           244. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
4 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

5           245. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
6 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

7           246. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
8 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

9           247. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
10 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

11           248. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
12 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

13           249. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
14 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

15           250. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
16 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

17           251. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
18 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

19           252. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
20 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

21           253. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
22 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

23           254. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
24 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

25           255. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
26 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

27           256. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
28 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

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1 257. Hallmark denies the allegations in this paragraph.

2 258. Hallmark denies the allegations in this paragraph.

3 259. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
4 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

5 **D. Defendants Have Consolidated Their Control of the Pacific NW Area Ex Vessel**  
6 **Dungeness Crab Market by Purchasing and in Many Cases Shutting Down**  
7 **Erstwhile Competitors, Entering Into Exclusivity Arrangements with Port**  
8 **Operators, and Limiting Non-Cartel Members' Access to Hoists**

9 **1. Pacific Seafood**

10 260. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
11 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

12 261. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
13 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

14 262. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
15 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

16 263. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
17 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

18 264. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
19 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

20 265. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
21 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

22 266. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
23 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

24 267. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
25 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

26 268. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
27 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

28 269. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

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270. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

271. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

272. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

273. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

## **2. Ilwaco Landing Fishermen**

274. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

275. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

276. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

277. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

## **3. Trinidad**

278. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

279. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

280. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

281. Hallmark admits only that it had access to crab landed in Trinidad until approximately eight to ten years ago. Hallmark lacks knowledge or information sufficient to admit or deny the remaining allegations in this Paragraph, and accordingly denies the remaining allegations in this Paragraph on this basis.

1                   **4.     Eureka**

2           282.   Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
3 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

4           283.   Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
5 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

6           284.   Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
7 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

8           285.   Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
9 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

10          286.   Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
11 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

12           **E.     To Eliminate Price Pressure Formerly Created by Out of Port Buyers,**  
13                   **Defendants Have Agreed to Buy and Sell “Out the Back Door”**

14          287.   Hallmark denies the allegations in this paragraph.

15          288.   Hallmark denies the allegations in this paragraph.

16                   **1.     South Bend**

17          289.   Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
18 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

19          290.   Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
20 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

21                   **2.     Caito**

22          291.   Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
23 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

24          292.   Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
25 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

26          293.   Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
27 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

28                   **3.     San Francisco**

294. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

295. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

#### **4. Crescent City**

296. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

297. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

298. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

299. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

#### **F. Defendants Aggressively Coerce Compliance by Each Other by and by Other Buyers with the Agreed Upon Pricing**

##### **1. During the 2022/23 and 2023/24 Seasons, a New Buyer Sought to Capture Market Share by Offering Higher Prices; Defendants Sought to Bring Him into the Cartel and When This Failed Inflicted Repeated Punishments**

300. Hallmark denies the allegations in this paragraph.

301. Hallmark denies the allegations in this paragraph.

##### **a. January 2023: Nor-Cal's Kevin Lee and Pacific Seafood's Frank Dulcich Solicited Confidential Buyer Informant #1 to Participate in Cartel, Then Punished him When He Refused**

302. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

303. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

304. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

305. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

306. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

**b. In Early 2023, Safe Coast's Max Boland Tried to Get Confidential Buyer Informant to Toe the Cartel's Line on Ex Vessel Prices Set by Pacific Seafood**

307. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

308. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

**c. February/March 2023: In Response to Confidential Buyer Informant #1's Publicized Offer of a Higher Ex Vessel Price, Multiple Cartel Members Told Confidential Buyer Informant #1 to Lower His Ex Vessel Price**

309. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

310. Hallmark denies the allegations in this paragraph.

311. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

**d. April/May 2023: More Cartel Members Tell Confidential Buyer Informant to Lower His Ex Vessel Price**

312. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

313. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

**e. July/August 2023: Pacific Seafood Interfere in Confidential Informant's Effort to Establish a Buyer Operation in Eureka**

314. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

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315. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

316. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

317. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

**f. August 2023: Bornstein's Andrew Bornstein and Mike Shirley Offer Confidential Buyer Informant Significant Benefits if He Joins the Cartel in the up Coming Season**

318. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

319. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

320. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

**g. Early/Mid-December 2023: Pacific Seafood's Brett Hester Threatened Confidential Buyer Informant #1 After He Did Not Comply With Pacific Seafood's Opening Price Instruction**

321. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

322. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

323. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

**h. Late December 2023: Nor-Cal's Kevin Lee Again Sought to Bring Confidential Buyer Informant #1 into the Cartel**

324. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

325. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.



326. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

327. Hallmark denies the allegation that it was matching ex vessel prices and taking care of Nor-Cal. Hallmark lacks knowledge or information sufficient to admit or deny the remaining allegations in this Paragraph, and accordingly denies the remaining allegations in this Paragraph on this basis.

i. **December 2023/January 2024: Pacific Seafood Instructs Other Defendants Not to Do Business With Confidential Buyer Informant #1**

328. Hallmark denies the allegation that a cartel was dictating ex vessel prices. Hallmark lacks knowledge or information sufficient to admit or deny the remaining allegations in this Paragraph, and accordingly denies the remaining allegations in this Paragraph on this basis.

329. Hallmark denies the allegations in this paragraph.

330. Hallmark lacks knowledge or information sufficient to admit or deny the remaining allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the remaining allegations in this Paragraph on this basis.

j. **Early-January 2024: Confidential Buyer Informant #1 Is Threatened by Cartel Members for Raising Ex Vessel Prices and Has Business Deals Interfered With as Punishment**

331. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

332. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

333. Hallmark denies the allegations in this paragraph that Hallmark was angry about ex vessel prices. Hallmark lacks knowledge or information sufficient to admit or deny the remaining allegations in this Paragraph, and accordingly denies the remaining allegations in this Paragraph on this basis.

334. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

335. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

336. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

**k. January 2024: Defendants Take a Series of Actions in Charleston, OR to Punish Buyer Informant #1 and Drive Him Out of Port**

337. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

338. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

339. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

340. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

341. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

342. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

343. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

344. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

345. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

346. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

347. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

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348. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

349. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

350. Hallmark admits only that it purchases crab in Charleston, Oregon. Hallmark lacks knowledge or information sufficient to admit or deny the remaining allegations in this Paragraph, and accordingly denies the remaining allegations in this Paragraph on this basis.

**1. Mid/Late-January 2024: Representatives of Defendants and Other Co-Conspirators Met at San Francisco's Pier 45 and Devised a Plan to Run Confidential Buyer Informant #1 Out of Business**

351. Hallmark denies the allegations in this paragraph.

352. Hallmark denies the allegations in this paragraph that Hallmark was upset about ex vessel prices. Hallmark lacks knowledge or information sufficient to admit or deny the remaining allegations in this Paragraph, and accordingly denies the remaining allegations in this Paragraph on this basis.

353. Hallmark denies the allegations in this paragraph.

354. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

355. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

356. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

357. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

358. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

359. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

360. Hallmark lacks knowledge or information sufficient to admit or deny the allegations

in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

**2. Other Buyers Have Also Been Threatened by Defendants About Breaking Ranks on Price and Have Been Punished for Doing So**

**a. Early-January 2023: Nor-Cal and Unnamed Co-conspirator #1 Dropped the Ex Vessel Prices They Were Offering After Being Warned By Defendants to Toe the Line**

361. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

362. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

**b. Mid-January 2023: Pacific Seafood Flooded the Sell-Side Markets of Non-Compliant Buyers with Cheap Crabs**

363. Hallmark denies the allegations in this paragraph.

364. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

365. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

**c. Late-December 2023: Pacific Seafood Sent Buyers, Including Non-Cartel Members, a Warning About Paying Over the Ex Vessel Price Set By It**

366. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

367. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

**d. Pacific Seafood Uses Its Dominance in Other Areas of Seafood to Enforce Compliance with the Cartel's Dungeness Crab Pricing Dictates**

368. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

369. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

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3. **As a Result, When Defendants and Other Buyers Pay Ex Vessel Prices Above the “Fixed Price” They Seek to Hide that Fact, Which Doesn’t Make Economic Sense Absent a Price-Fixing Agreement**

370. Hallmark denies the allegations in this paragraph.

371. Hallmark denies the allegations in this paragraph.

372. Hallmark denies the allegations in this paragraph.

373. Hallmark denies the allegations in this paragraph.

374. Hallmark denies the allegations in this paragraph.

375. Hallmark denies the allegations in this paragraph.

376. Hallmark denies the allegations in this paragraph.

377. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

378. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

379. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

380. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

381. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

382. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

383. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

384. Hallmark denies the allegations in this paragraph.

385. Hallmark denies the allegations in this paragraph.

386. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

387. Hallmark lacks knowledge or information sufficient to admit or deny the allegations

in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

388. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

389. Hallmark denies the allegations in this paragraph.

390. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

391. Hallmark denies the allegations in this paragraph.

392. Hallmark denies the allegations in this paragraph.

393. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

394. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

395. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

**G. In Order to Defend Their Cartel Pricing, Defendants Threaten and Punish Crabbers who Sell Crab Ex Vessel for Prices Higher than the Cartel Price**

396. Hallmark denies the allegations in this paragraph.

397. Hallmark denies the allegations in this paragraph.

398. Hallmark denies the allegations in this paragraph.

399. Hallmark denies the allegations in this paragraph.

**1. Pacific Seafood**

400. Hallmark admits that the season for Dungeness crab and other fishery seasons are only open for certain months of the year. Hallmark lacks knowledge or information sufficient to admit or deny the remaining allegations in this Paragraph, and accordingly denies the remaining allegations in this Paragraph on this basis.

401. Hallmark denies the allegations in this paragraph.

402. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

1 403. Hallmark denies the allegations in this paragraph.

2 404. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
3 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

4 **2. Hallmark**

5 405. Hallmark admits that it buys Dungeness crab and black cod landed in Port Oxford,  
6 Oregon. Hallmark denies the remaining allegations in this paragraph.

7 406. Hallmark denies the allegations in this paragraph.

8 407. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
9 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

10 408. Hallmark denies the allegations in this paragraph.

11 409. Hallmark denies the allegations in this paragraph.

12 410. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
13 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

14 411. Hallmark denies the allegations in this paragraph.

15 412. Hallmark denies the allegations in this paragraph.

16 413. Hallmark denies the allegations in this paragraph.

17 **3. Ocean Gold**

18 414. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
19 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

20 415. Hallmark lacks knowledge or information sufficient to admit or deny the allegations  
21 in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

22 **III. Buyers Who Are Not Part of the Cartel, Nonetheless, Generally Obey Its Pricing**  
23 **Dictates in Order to Avoid Retaliatory Actions by Defendants**

24 416. Hallmark denies the allegations in this paragraph.

25 417. Hallmark denies the allegations in this paragraph.

26 418. Hallmark denies the allegations in this paragraph.

27 419. Hallmark denies the allegations in this paragraph.

28



**ANTITRUST INJURY**

420. Hallmark denies the allegations in this paragraph.

421. Hallmark denies the allegations in this paragraph.

422. Hallmark denies the allegations in this paragraph.

423. Hallmark denies the allegations in this paragraph.

424. Hallmark denies the allegations in this paragraph.

**CLASS ACTION ALLEGATIONS**

425. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Hallmark denies the allegations in this Paragraph, and denies that a class should be certified in this case.

426. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Hallmark denies the allegations in this Paragraph, and denies that a class should be certified in this case.

427. Hallmark admits that the Second Amended Complaint purports to exclude from the alleged putative classes they propose: Defendants, their parent companies, subsidiaries and affiliates, officers, executives, and employees; Defendants' attorneys in this case; federal government entities and instrumentalities; states or their subdivisions; and all judges and jurors assigned to this case, and denies that a class should be certified in this case.

428. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Hallmark denies the allegations in this Paragraph, and denies that a class should be certified in this case.

429. Hallmark denies the allegations in this paragraph and denies that a class should be certified in this case.

430. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Hallmark denies the allegations in this Paragraph, and denies that a class should be certified in this case.

431. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Hallmark denies the allegations in this Paragraph, and

denies that a class should be certified in this case.

432. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Hallmark denies the allegations in this Paragraph, and denies that a class should be certified in this case.

433. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Hallmark denies the allegations in this Paragraph, and denies that a class should be certified in this case.

434. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Hallmark denies the allegations in this Paragraph, and denies that a class should be certified in this case.

435. Hallmark lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

### **DELAYED DISCOVERY/FRAUDULENT CONCEALMENT**

436. Hallmark denies the allegations in this paragraph.

437. Hallmark denies the allegations in this paragraph.

438. Hallmark denies the allegations in this paragraph.

439. Hallmark denies the allegations in this paragraph.

440. Hallmark denies the allegations in this paragraph.

441. Hallmark denies the allegations in this paragraph.

442. Hallmark denies the allegations in this paragraph.

### **CLAIMS FOR RELIEF**

#### **FIRST CAUSE OF ACTION**

#### **Unlawful Agreements in Restraint of Trade in Violation of Section 1 of the Sherman Act,**

#### **15 U.S.C. § 1**

#### **(Against All Defendants on Behalf of Plaintiffs and the Sherman Act Class)**

443. Hallmark incorporates its responses to each Paragraph above as if fully herein.

444. Hallmark denies the allegations in this paragraph.

445. Hallmark denies the allegations in this paragraph.

- 1 446. Hallmark denies the allegations in this paragraph.
- 2 447. Hallmark denies the allegations in this paragraph.
- 3 448. Hallmark denies the allegations in this paragraph.
- 4 449. Hallmark denies the allegations in this paragraph.
- 5 450. Hallmark denies the allegations in this paragraph.
- 6 451. Hallmark denies the allegations in this paragraph.
- 7 452. Hallmark denies the allegations in this paragraph.

## **SECOND CAUSE OF ACTION**

### **Combination in Restraint of Trade in Violation of the California Cartwright Act, Cal. Bus. and Prof. Code Sections 16720, et seq.**

#### **(Against All Defendants on Behalf of Plaintiffs and the California Class)**

- 12 453. Hallmark incorporates its responses to each Paragraph above as if fully herein.
- 13 454. Hallmark denies the allegations in this paragraph.
- 14 455. Hallmark denies the allegations in this paragraph.
- 15 456. Hallmark denies the allegations in this paragraph.
- 16 457. Hallmark denies the allegations in this paragraph.
- 17 458. Hallmark denies the allegations in this paragraph.

## **THIRD CAUSE OF ACTION**

### **Violation of the California Unfair Competition Law, Cal. Bus and Prof. Code § 17200, et seq.**

#### **(Against All Defendants on Behalf of Plaintiff Little and the California Class)**

- 21 459. Hallmark incorporates its responses to each Paragraph above as if fully herein.
- 22 460. Hallmark denies the allegations in this paragraph.
- 23 461. Hallmark denies the allegations in this paragraph.
- 24 462. Hallmark denies the allegations in this paragraph.
- 25 463. Hallmark denies the allegations in this paragraph.
- 26 464. Hallmark denies the allegations in this paragraph.

## **FOURTH CAUSE OF ACTION**

### **For Declaratory Relief Under 28 U.S.C. § 2201**

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**(Against All Defendants on Behalf of Plaintiff and All Classes)**

465. Hallmark incorporates its responses to each Paragraph above as if fully herein.

466. Hallmark denies the allegations in this paragraph.

**ANWER TO PRAYER FOR RELIEF AND DEMAND FOR JURY:**

Hallmark denies that Plaintiffs are entitled to certification of any class, declaratory judgment, damages of any kind, injunctive relief of any kind, or any of the other relief they purport to seek and accordingly, Hallmark denies each and every factual allegation contained in Plaintiffs' Prayer for Relief. Hallmark admits that Plaintiffs request "trial by jury for all matters so triable."

**SEPARATE AND ADDITIONAL DEFENSES**

By way of avoidance, and as a precautionary matter and without assuming any burden of proof that it would not otherwise bear, Hallmark asserts the following separate and additional defenses:

**FIRST DEFENSE**

**(Lack of Standing)**

Plaintiffs lack standing to assert their claims. Among other things, Plaintiffs have not sustained any injury, cognizable damage, or other harm as a result of conduct alleged in the Amended Complaint because Plaintiffs did not sell Dungeness crab ex vessel to Hallmark within the limitations period. Claims of putative class members also fail for lack of standing. Hallmark reserves the right to challenge the standing of each putative class member.

**SECOND DEFENSE**

**(Lack of Antitrust Injury)**

Plaintiffs' claims are barred, in whole or in part, because Plaintiffs suffered no antitrust injury (i.e., a type of injury that the antitrust laws were intended to remedy). Among other things, Plaintiffs have not sustained any injury, cognizable damage, or other harm as a result of conduct alleged in the Amended Complaint, or any alleged harm is too remote, because, among other things, Plaintiffs did not sell Dungeness crab ex vessel to Hallmark within the limitations period, or to any ex vessel purchasers participating in the alleged conspiracy. In addition, Plaintiff Burns has never sold Dungeness crab ex vessel and does not have the legal right to assert claims that may have belonged

1 to her deceased husband. Claims of putative class members also fail for lack of standing. Hallmark  
2 reserves the right to challenge the antitrust injury of each putative class member.

### 3 **THIRD DEFENSE**

#### 4 **(Failure to State a Claim)**

5 Plaintiffs' claims fail to state a claim upon which relief can be granted. Plaintiffs have not  
6 plausibly alleged that Hallmark engaged in any unlawful conduct, and the evidence will show that  
7 Hallmark did not enter into any alleged unlawful combination, contract, or conspiracy, as Plaintiffs  
8 allege.

### 9 **FOURTH DEFENSE**

#### 10 **(State Action Doctrine)**

11 Plaintiffs' claims are barred, in whole or in part, by immunity granted directly by state law or  
12 by the state action doctrine, *see Parker v. Brown*, 317 U.S. 341 (1943). Plaintiffs allege that Hallmark  
13 can be liable for antitrust violations because of its participation in meetings that were actively  
14 supervised by state agencies pursuant to a clearly articulated and affirmatively expressed state  
15 legislative policy to displace competition and allow fishermen and buyers to bargain and negotiate  
16 prices collectively, even though such conduct is immunized by state and federal law.

### 17 **FIFTH DEFENSE**

#### 18 **(First Amendment and Noerr-Pennington Doctrine)**

19 The claims of the Plaintiffs and putative class members are barred, in whole or in part, insofar  
20 as they challenge the exercise of rights protected by the First Amendment of the United States  
21 Constitution and by the *Noerr-Pennington* doctrine. Plaintiffs allege that Hallmark can be liable for  
22 antitrust violations because of its and/or other Defendants' participation in meetings, including  
23 meetings with other buyers or government officials, which as alleged concerned petitioning or  
24 lobbying activities that are immunized by state and federal law.

### 25 **SIXTH DEFENSE**

#### 26 **(Justified and/or Pro-Competitive Conduct)**

27 Plaintiffs' and putative class members' claims are barred, in whole or in part, because all of  
28 Hallmark's conduct challenged by Plaintiffs was lawful, fair, non-deceptive, expressly authorized by

1 law, justified, and pro-competitive; it constituted a bona fide business practice consistent with  
 2 industry practices and was carried out in furtherance of legitimate business interests; and it was a part  
 3 of Hallmark's lawful business operations.

#### 4 **SEVENTH DEFENSE**

##### 5 **(Statute(s) of Limitations)**

6 Plaintiffs' claims are barred, in whole or in part, by the applicable statute of limitations.  
 7 Plaintiffs seek to recover damages from January 1, 2016 to the present. However, Plaintiffs' claims  
 8 are subject to a four-year statute of limitations, and those claims accrued at the time Plaintiffs were  
 9 paid an ex vessel price that they claim was artificially suppressed as the result of an alleged  
 10 conspiracy. Accordingly, Plaintiffs' claims based on ex vessel sales that occurred prior to March 13,  
 11 2019 – four years before the original Complaint was filed – are time-barred.

#### 12 **EIGHTH DEFENSE**

##### 13 **(Failure to Allege Fraud or Fraudulent Conspiracy with Particularity)**

14 Plaintiffs' and putative class members' claims are barred, in whole or in part, because  
 15 Plaintiffs have failed to allege fraud or fraudulent concealment with sufficient particularity. Plaintiffs  
 16 attempt to avoid dismissal of their untimely claims by including "fraudulent concealment"  
 17 allegations. Fraudulent concealment is subject to the heightened pleading requirements of Rule 9(b)  
 18 of the Federal Rules of Civil Procedure. Plaintiffs have not plead with particularity, and cannot prove  
 19 with evidence, that Hallmark affirmatively misled Plaintiffs, and that Plaintiffs had neither actual nor  
 20 constructive knowledge of the facts giving rise to their alleged claims despite exercising diligence to  
 21 try to uncover those facts.

#### 22 **NINTH DEFENSE**

##### 23 **(Laches/Waiver/Estoppel)**

24 Plaintiffs' and putative class members' claims are barred, in whole or in part, by the doctrines  
 25 of laches, waiver, and/or estoppel. Plaintiffs delayed filing this lawsuit for an unreasonable and  
 26 inexcusable length of time from the time Plaintiffs knew or reasonably should have known of their  
 27 claims against Hallmark. Plaintiffs failed to exercise diligence to discover their alleged claims, or  
 28 Plaintiffs had either actual or constructive knowledge of the facts they contend give rise to their

1 alleged claims but failed to assert those claims within a reasonable time. Plaintiffs were aware of the  
 2 claims they allege and intended to relinquish them. Hallmark has suffered prejudice in its ability to  
 3 defend this case due to Plaintiffs' failure to assert their alleged claims within a reasonable time.  
 4 Plaintiffs are now estopped from asserting their claims now because of such delay and waiver.

#### 5 **TENTH DEFENSE**

##### 6 **(Unclean Hands)**

7 Plaintiffs' and putative class members' claims are barred, in whole or in part, by the doctrine  
 8 of unclean hands, to the extent that Plaintiffs and putative class members have engaged in fraud or  
 9 willful misconduct related to the subject matter of their claims or were significantly involved in illegal  
 10 conduct, including illegal collective price-bargaining, price-fixing or other violations of the antitrust  
 11 or unfair competition laws.

#### 12 **ELEVENTH DEFENSE**

##### 13 **(Lack of Damages/Mitigation)**

14 Plaintiffs have no damages or have failed to mitigate damages, if any.

#### 15 **TWELFTH DEFENSE**

##### 16 **(Independent, Unforeseeable, Superseding, and/or Intervening Cause(s))**

17 Plaintiffs' claims are barred, in whole or in part, because the injuries, damages, and losses  
 18 alleged in the Second Amended Complaint, none being admitted, may have resulted, at least in part,  
 19 from independent, unforeseeable, superseding, and/or intervening causes including, but not limited  
 20 to, independent market forces and actions by or decision made by other individuals or entities not  
 21 party to this lawsuit.

#### 22 **THIRTEENTH DEFENSE**

##### 23 **(Failure to State a Claim for Certification of a Class)**

24 Plaintiffs' class action allegations are vague, overbroad, and otherwise fail to state a claim for  
 25 class treatment pursuant to Rule 23 of the Federal Rules of Civil Procedure. Among other things,  
 26 Plaintiffs will be unable to show that common issues predominate over individual ones or that class  
 27 treatment will be a superior method for resolution of this case as required to certify a class under Rule  
 28 23(b)(3).



**FOURTEENTH DEFENSE**

**(Constitutional Right to Separate Trials)**

The class action claims are barred, in whole or in part, to the extent that certification of this action as a class action would violate Hallmark's constitutional right to separate trials and/or to assert separate defenses for each claim by each putative class member.

**FIFTEENTH DEFENSE**

**(Due Process)**

The class action claims are barred, in whole or in part, to the extent that they seek to deprive Hallmark of procedural and substantive safeguards, including, but not limited to, traditional defenses to liability, in violation of the due process clause of the United States Constitution and analogous provisions of the California Constitution. This includes that, to the extent Plaintiffs and the proposed class seek relief on behalf of purported class members who have not suffered any injury or damages, the Amended Complaint and each of its claims for relief therein violate Hallmark's rights to due process under the United States Constitution.

**SIXTEENTH DEFENSE**

**(Acquiescence)**

Plaintiffs' claims are barred, in whole or in part, by the Plaintiffs' knowing acquiescence to the restraints of trade, if any, alleged in the Second Amended Complaint.

**SEVENTEENTH DEFENSE**

**(Duplicative Recovery)**

Plaintiffs' claims are barred in whole or in part to the extent that they seek or would recover double or duplicative recovery. Plaintiffs' claims are based on the allegation that Hallmark delayed in offering a season opening price. Among other things, Plaintiffs and putative class members acquiesced in that alleged conduct, and their claims are barred, because Plaintiffs chose to remain in port, rather than exercise the option to fish on open ticket.

**EIGHTEENTH DEFENSE**

**(Setoff / Right of Contribution)**

Without admitting the existence of any contract, combination, or conspiracy in restraint of

trade, and expressly denying same, Plaintiffs' claims are barred, in whole or in part, by non-settling Defendants' right to set off any amounts paid to Plaintiffs by any Defendants who have settled, or do settle, Plaintiffs' claims against them in this action.

### RESERVATIONS

Hallmark adopts and incorporates by reference any and all other defenses asserted by any other Defendant to the extent that the defense would apply to Hallmark. Hallmark further reserves the right to amend this Answer for the purpose of asserting any such additional affirmative defenses. Hallmark further reserves the right to assert other defenses as this action proceeds up to and including the time of trial.

### HALLMARK'S PRAYER FOR RELIEF

WHEREFORE, Hallmark prays for relief as follows:

1. That the Court award Hallmark judgment in its favor on all of Plaintiffs' claims and dismiss this action with prejudice.
2. That the Court award Hallmark all other and further relief deemed just and reasonable.

Hallmark hereby demands a trial by jury of all aspects of the case so triable.

Dated: February 21, 2025

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law corporation

By: /s/ W. Scott Cameron  
W. Scott Cameron

*Attorneys for Defendants  
California Shellfish Company, Inc. and  
Robert Bugatto Enterprises*